

SENATE BILL 2314

By Kyle

AN ACT to amend Tennessee Code Annotated, Title 66,  
Chapter 28, relative to certain remedies for victims  
of domestic abuse and sexual assault.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 66, Chapter 28, is amended by adding  
the following as a new part 6:

**66-28-601.** As used in this part:

(1) "Attesting third party" means a law enforcement official, licensed healthcare  
professional, victim advocate, or victim-services provider;

(2) "Domestic abuse" means domestic abuse as defined in § 36-3-601;

(3) "Perpetrator" means an individual who commits an act of domestic abuse,  
stalking, or sexual assault on a tenant or immediate family member of a tenant;

(4) "Sexual assault" means aggravated rape, as defined in § 39-13-502; rape, as  
defined in § 39-13-503; aggravated sexual battery, as defined in § 39-13-504; sexual  
battery, as defined in § 39-13-505; continuous sexual abuse of a child, as defined in §  
39-13-518; rape of a child, as defined in § 39-13-522; and aggravated rape of a child, as  
defined in § 39-13-531;

(5) "Stalking" means stalking, aggravated stalking, and especially aggravated  
stalking as defined in § 39-17-315;

(6) "Victim advocate" means an individual, whether paid or serving as a  
volunteer, who regularly provides services to victims of domestic abuse, stalking, or  
sexual assault under the auspices or supervision of a victim-services provider, court, or  
law enforcement or prosecution agency; and

(7) "Victim-services provider" means a person who regularly assists victims of domestic abuse, stalking, or sexual assault. The term includes, but is not limited to, a sexual assault center, domestic violence program, faith-based organization, or other organization with a history of work concerning domestic abuse, stalking, or sexual assault.

**66-28-602.**

(a) Subject to § 66-28-604(c), if a victim of an act of domestic abuse, stalking, or sexual assault is a tenant or immediate family member and has a reasonable fear of suffering psychological harm or a further act of domestic abuse, stalking, or sexual assault if the victim continues to reside in the dwelling unit, the tenant, without the necessity of the landlord's consent, is released from the lease if the tenant gives the landlord a notice that complies with subsection (b) and:

(1) A copy of a court order that restrains a perpetrator from contact with the tenant or immediate family member;

(2) Evidence of the conviction or adjudication of a perpetrator for an act of domestic abuse, stalking, or sexual assault against the tenant or immediate family member; or

(3) A verification that complies with § 66-28-604.

(b) To be released from a lease under subsection (a), the tenant shall give the landlord notice in a record which:

(1) States the tenant's intent to be released from the lease on a date, which must be at least thirty (30) days from the date of the notice or, if the perpetrator is a co-tenant of the dwelling unit, an earlier date;

(2) States facts giving rise to the fear of psychological harm or suffering a further act of domestic abuse, stalking, or sexual assault if the victim continues to reside in the unit; and

(3) Is given to the landlord:

(A) Not later than ninety (90) days after an act of domestic abuse, stalking, or sexual assault against the tenant or immediate family member;

(B) When a court order exists that restrains a perpetrator from contact with the tenant or immediate family member because of an act of domestic abuse, stalking, or sexual assault; or

(C) If the perpetrator was incarcerated, not later than ninety (90) days after the tenant acquired knowledge that the perpetrator is no longer incarcerated.

(c) If there is only one (1) individual tenant of the dwelling unit:

(1) A release under subsection (a) terminates the lease on the date specified in the notice under subsection (b) if the tenant vacates the dwelling unit on or before that date; and

(2) The tenant is not liable for rent accruing after the lease terminates or other actual damages resulting from termination of the lease, but the tenant remains liable to the landlord for rent and other amounts owed to the landlord before termination of the lease.

(d) If there are multiple individual tenants of the dwelling unit:

(1) The tenant who gave notice under subsection (b) is released from the lease as of the date specified in the notice if the tenant vacates the dwelling unit on or before the specified date, but the release of one (1) tenant under this section does not terminate the lease with respect to other tenants;

(2) The tenant released from the lease is not liable to the landlord or any other person for rent accruing after the tenant's release or actual damages resulting from the tenant's release;

(3) Any other tenant under the lease may recover from the perpetrator actual damages resulting from the termination; and

(4) The landlord is not required to return to the tenant released from the lease or a remaining tenant any security deposit or unearned rent to which the tenant is otherwise entitled under § 66-28-301 until the lease terminates with respect to all tenants.

**66-28-603.** If a tenant is released from a lease under § 66-28-602, the landlord:

(1) Except as otherwise provided in § 66-28-602(d)(4) shall return any security deposit and unearned rent to which the tenant is entitled under § 66-28-301, after the tenant vacates the dwelling unit;

(2) May not assess a fee or penalty against the tenant for exercising a right granted under this chapter; and

(3) May not disclose information required to be reported to the landlord under § 66-28-602.

**66-28-604.**

(a) A verification given by a tenant under § 66-28-602(a)(3) must be under oath and include the following:

(1) From the tenant:

(A) The tenant's name and the address of the dwelling unit;

(B) The approximate dates on which an act of domestic abuse, stalking, or sexual assault occurred;

(C) The approximate date of the most recent act of domestic abuse, stalking, or sexual assault;

(D) A statement that because of an act of domestic abuse, stalking, or sexual assault, the tenant or immediate family member has a reasonable fear that the tenant or family member will suffer psychological harm or a further act of domestic abuse, stalking, or sexual assault if the tenant or family member continues to reside in the unit; and

(E) A statement that the representations in the verification are true and accurate to the best of the tenant's knowledge and the tenant understands that the verification could be used as evidence in court; and

(2) From an attesting third party:

(A) The name, business address, and business telephone number of the party;

(B) The capacity in which the party received the information regarding the act of domestic abuse, stalking, or sexual assault;

(C) A statement that the party has read the tenant's verification and been advised by the tenant that the tenant or immediate family member is the victim of an act of domestic abuse, stalking, or sexual assault and has a reasonable fear that the tenant or family member will suffer psychological harm or a further act of domestic abuse, stalking, or sexual assault if the tenant or family member continues to reside in the dwelling unit; and

(D) A statement that the party, based on the tenant's verification, believes the tenant and understands that the verification may be used as the grounds for releasing the tenant from a lease or terminating the tenant's interest under the lease.

(b) If a verification given to a landlord by a tenant under § 66-28-602(a)(3) contains a representation of a material fact known by the tenant to be false, the landlord may recover from the tenant an amount not to exceed three (3) times the periodic rent or three (3) times actual damages, whichever is greater.

(c) This section does not apply if a tenant seeking the release from the lease is a perpetrator.

**66-28-605.**

(a) A landlord may recover from a perpetrator actual damages resulting from a tenant's exercise of a right under § 66-28-602 and, if the perpetrator is a party to the lease who remains in possession of the dwelling unit, hold the perpetrator liable on the lease for all obligations under the lease or this part.

(b) A perpetrator may not recover actual damages or other relief resulting from the exercise of a right by a tenant under § 66-28-602 or a landlord under this section.

**66-28-606.**

(a) Subject to subsections (b) and (c), if a tenant or immediate family member is a victim of an act of domestic abuse, stalking, or sexual assault and the tenant has a reasonable fear that the perpetrator or other person acting on the perpetrator's behalf may attempt to gain access to the dwelling unit, the tenant, without the landlord's consent, may cause the locks or other security

devices for the unit to be changed or rekeyed in a professional manner and shall promptly give a key or other means of access for the new locks or security devices to the landlord and any other tenant, other than the perpetrator, who is a party to the lease.

(b) If locks or other security devices are changed or rekeyed under subsection (a), the landlord may change or rekey them, at the tenant's expense, to ensure compatibility with the landlord's master key or other means of access or otherwise accommodate the landlord's reasonable commercial needs.

(c) If a perpetrator is a party to the lease, locks or other security devices may not be changed or rekeyed under subsection (a) unless a court order, other than an ex parte order, expressly requires that the perpetrator vacate the dwelling unit or restrains the perpetrator from contact with the tenant or immediate family member and a copy of the order has been given to the landlord.

(d) A perpetrator may not recover actual damages or other relief against a landlord or tenant resulting from the exercise of a right by the landlord or tenant under this section.

**66-28-607.**

(a) On issuance of a court order requiring a perpetrator to vacate a dwelling unit because of an act of domestic abuse, stalking, or sexual assault, other than an ex parte order, neither the landlord nor tenant has a duty to:

(1) Allow the perpetrator access to the unit unless accompanied by a law enforcement officer; or

(2) Provide the perpetrator with any means of access to the unit.

(b) If a perpetrator is a party to the lease, on issuance of a court order requiring the perpetrator to vacate the dwelling unit, other than an ex parte order,

the perpetrator's interest under the lease terminates, and the landlord and any remaining tenant may recover from the perpetrator actual damages resulting from the termination.

(c) Termination of a perpetrator's interest under a lease under this section does not terminate the interest of any other tenant under the lease or alter the obligations of any other tenant under the lease.

(d) A landlord is not required to return to a perpetrator whose interest under the lease terminates under this section or to any remaining tenant any security deposit or unearned rent until the lease terminates with respect to all tenants.

**66-28-608.**

(a) If a landlord has a reasonable belief that a tenant or immediate family member is the victim of an act of domestic abuse, stalking, or sexual assault and another tenant of the same landlord who resides in the same building or complex as the tenant is the perpetrator, the landlord may terminate the perpetrator's interest in the lease by giving the perpetrator notice that the perpetrator's interest will terminate immediately or on a later specified date, that is not later than thirty (30) days after notice is given. The notice must state that the landlord has a reasonable belief that the perpetrator has committed an act of domestic abuse, stalking, or sexual assault and the approximate date of the act.

(b) Before giving notice to a perpetrator under subsection (a), the landlord shall give notice of the landlord's intent to terminate the perpetrator's interest to the tenant who was the victim of the act of domestic abuse, stalking, or sexual assault or whose immediate family member was the victim. This notice may be given by any means reasonably calculated to reach the tenant, including



oral communication, personal notice, or notice sent to the tenant at any other address at which the landlord reasonably believes the tenant is located.

(c) Failure of a tenant to receive the notice of the landlord's intent to terminate the perpetrator's interest under subsection (b) does not affect the landlord's right to terminate under this section or expose the landlord to any liability.

(d) If a landlord terminates a perpetrator's interest under a lease under this section, any other tenant under the lease may recover from the perpetrator actual damages resulting from the termination.

(e) Termination of a perpetrator's interest under a lease under this section does not terminate the interest of any other tenant under the lease or alter the obligations of any other tenant under the lease.

(f) A landlord is not required to return to a perpetrator whose interest under a lease is terminated under this section or to any other tenant under the lease any security deposit or unearned rent until the lease terminates with respect to all tenants.

(g) In an action between a landlord and tenant involving the right of the landlord to terminate the tenant's interest under this section, the landlord must prove by a preponderance of the evidence that the landlord had a reasonable belief that the tenant was a perpetrator.

**66-28-609.**

(a) For purposes of this section, "tenant" includes an applicant seeking to enter into a lease with a landlord.

(b) Except as otherwise provided in subsections (d) and (e), a landlord may not retaliate by increasing rent or decreasing services, by bringing or

threatening to bring an action for possession, by refusing to renew a tenancy for a fixed term under a lease containing a renewal option that is exercisable by the tenant without negotiation with the landlord for any period after the lease would otherwise terminate, by terminating a periodic tenancy, or committing a criminal act against the tenant, immediate family member, or guest, because:

(1) An act of domestic abuse, stalking, or sexual assault committed against the tenant or immediate family member resulted in a violation of the lease or this part by the tenant; or

(2) A complaint of an act of domestic abuse, stalking, or sexual assault committed against the tenant or immediate family member resulted in a law enforcement or emergency response.

(c) Except as otherwise provided in subsection (d), a landlord may not refuse or threaten to refuse to rent a dwelling unit if the landlord's purpose for the refusal or threat is that a tenant or an immediate family member is or has been the victim of an act of domestic abuse, stalking, or sexual assault.

(d) Evidence that any of the events described in subsection (b) or (c) occurred within six (6) months before the landlord's conduct creates a presumption that the purpose of the landlord's conduct was retaliation. The landlord may rebut the presumption by a preponderance of evidence showing that the landlord had sufficient justification for engaging in the conduct described in subsection (b) or (c) and would have engaged in the conduct in the same manner and at the same time regardless of whether the events described in subsection (b) or (c) occurred.

(e) If a landlord willfully violates subsection (b) or (c), the tenant or prospective tenant may recover three (3) times the periodic rent or three (3) times actual damages, whichever is greater, and:

(1) Terminate the lease;

(2) Defend an action for possession on the grounds that the landlord violated subsection (b); or

(3) Obtain appropriate injunctive relief.

**66-28-610.** A waiver of a tenant's or landlord's rights under this part in any lease or other rental agreement, except as otherwise provided by law or by federal, state, or local regulation, shall be void and unenforceable.

SECTION 2. This act shall take effect upon becoming a law, the public welfare requiring it.